

**WESTERN STATES COMMUNICATIONS, INC.**  
**MAINTENANCE AGREEMENT**  
**E 9-1-1**

This Maintenance Agreement (the "Agreement"), dated as of the day of Contract Acceptance is entered into by and between \_City of Laredo - South Texas Development Council\_("Customer"), having its principal offices at \_912 Matamoros St, Laredo Texas, and Western States Communications, Inc. (WSCI), having its principal offices at 6756 Spindle Top Rd., San Angelo, Texas 76901.

**RECITALS**

WHEREAS, Customer desires that WSCI provide certain maintenance services for the existing 9-1-1 systems located in the Commission, in and around Laredo Texas and

WHEREAS, WSCI desires to provide such maintenance services to Customer.

NOW THEREFORE, the parties hereto, intending to be legally bound, agree as follows:

**SECTION 1. DEFINITIONS**

1.1. Terms. For purposes of this Agreement and any amendment thereto, the following terms are defined as set out below or in the Section referenced below:

"9-1-1 Equipment" shall mean all computer hardware, attendant console equipment, ancillary equipment such as printers and uninterruptible power supply, and other associated equipment as identified on **Attachment A** hereto.

"Critical Maintenance Requirement" shall mean: ALI host computer failure, no incoming or outgoing calls on all positions, inability to receive ANI on all calls and positions, not able to establish a voice connection with other PSAP's in the Customer's configuration, call recorder printer failure, network failure preventing an exchange from reaching 911, more than 50% of positions failing, and any other service interruption that disables 911 call-processing.

"Holidays" shall mean those days that are declared as such by the corresponding federal or state authority in the PSAP's geographic area.

"Information" shall mean information, drawings, specifications or data provided by the WSCI to the Costumer.

"Maintenance Service" shall mean maintenance with respect to Systems Software and E9-1-1 CPE for service interruptions seven (7) days a week, twenty-four (24) hours a day, including Holidays.

"Normal Business Hours" shall mean Monday thru Friday 8AM to 5PM Central Time.

"Normal Maintenance Requirement" shall mean: calls routing to wrong PSAP, E9-1-1 CPE not functioning properly but not preventing 911 call handling, low volume or static on less than 50% of the positions, printer not feeding properly, occasional transfer interruptions, and any other interruption that does not prevent 911 call processing.

"PSAP" or "Public Service Answering Point" shall mean the public safety communications center where 9-1-1 calls, placed by the public for a specific geographic area, will be answered.

## **SECTION 2. TERM OF THE AGREEMENT**

This Agreement shall be effective on September 1, 2025, and shall continue until August 31, 2027. Either party may terminate the Agreement prior to the date established hereto pursuant to a Thirty (30) day written notice given to the other party. This agreement shall automatically renew and continue in force on a year-to-year basis ("Extended Term") for two consecutive years (price subject to change at that renewal period) or until terminated by either party upon thirty (30) days written notice to the other party prior to the expiration of the Initial Term or any subsequent Extended Term.

## **SECTION 3. REPRESENTATIONS AND WARRANTIES**

Each party hereto represents to the other party that:

- (a) Such party has authority to enter into this Agreement.
- (b) No officer, director, employee or agent of such party has been or will be employed, retained, paid a fee or otherwise has received or will receive, directly or indirectly, any personal compensation, or any other consideration outside the specific terms of the Agreement in connection with or in contemplation of this Agreement or any future work order.
- (c) In performing services hereunder, WSCI is acting as an independent contractor, not as an employee of Customer, its member governments or the State of TX. WSCI further agrees to be responsible for any payments and other claims due its employees and to comply with all state and federal laws applicable to such individuals, including laws relating to wages, taxes, insurance and workers' compensation.
- (d) WSCI warrants that it is either the owner or licensee of any software involved herein and all documentation related to any such software and has the right and power to deliver and license the software and all documentation related to the software.

## **SECTION 4. SERVICES TO BE PROVIDED BY WSCI**

In the manner hereinafter set forth, WSCI shall provide ongoing maintenance services on the 9-1-1 Equipment at the PSAP or PSAPs throughout the term of the agreement.

### **4.1. Substitutions, Deviations and New Models**

- (a) WSCI may, upon mutual written agreement, implement changes in the products or substitute products of more recent technological designs.
- (b) Customer shall determine that such changes, modifications or substitutions will not materially affect physical or functional interchangeability or performance.

### **4.2. Maintenance**

- (a) In the case of a Critical Maintenance Requirement, the technicians shall respond to the PSAP within 2 hours of notification of the maintenance requirement, including weekends and holidays.
- (b) In the case of a Normal Maintenance Requirement, the technician shall respond to the PSAP within 4 hours hours of notification of the maintenance requirement, during normal business hours.
- (c) If a response to a Critical Maintenance Requirement is not provided within six hours of notification, Customer may arrange with an alternate service provider to provide such maintenance services for such Critical Maintenance Requirement. WSCI shall reimburse Customer any reasonable costs incurred by Customer in connection with such maintenance by an alternate service provider.
- (d) If a response to a Normal Maintenance Requirement is not provided within three days of notification, Customer may arrange with an alternate service provider to provide such maintenance services for such Normal Maintenance Requirement. WSCI shall reimburse Customer any reasonable costs incurred by Customer in connection with such maintenance by an alternate service provider.

### **4.3. Delay by PSAP**

- (a) WSCI shall not be liable for any delay or failure to comply with the terms of this Agreement caused solely by an unreasonable action on the part of a PSAP which impairs WSCI's ability to perform hereunder. WSCI shall promptly notify Customer of any delay caused by a PSAP and shall fully cooperate with Customer to complete the maintenance at the PSAP in a timely manner. Delay caused by the unreasonable action of a PSAP shall not constitute grounds for termination of this Agreement by WSCI unless such delay extends beyond ninety days.

4.4. Force Majeure

(a) Neither party will be liable for any delay or failure to comply with the terms of this Agreement due to labor strikes, natural catastrophes, civil disturbances, weather, material shortages, government regulations or other similar causes beyond the party's reasonable control and not attributable to the party's neglect or nonfeasance; however, if notice is not given within ten days after the commencement of an event of force majeure, any excuse for performance shall be waived.

4.5. Access

(a) Customer will provide to WSCI, at no cost, all easements, permits or other access to premises required for WSCI to perform the maintenance services provided herein in a timely manner.

4.6. Building Damages

(a) After performing any maintenance services hereunder, WSCI shall restore the equipment room and installation site to its pre-existing condition. WSCI shall be liable and responsible for any damages to the Premises caused by its work hereunder. Any necessary repairs to damages made by WSCI in the provision of maintenance services will be the sole cost and expense of WSCI.

4.7. Errant Service Request

(a) If WSCI responds to a request for Customer for service or maintenance pursuant hereto and determines that the problem does not involve the 9-1-1 Equipment covered by this Agreement, WSCI shall have no obligation to perform any service unless Customer agrees to pay for such service or maintenance at WSCI's then prevailing standard rate for such service or maintenance. In the event WSCI determines that a problem is not in the 9-1-1 Equipment and refers Customer to the servicing telephone company and the telephone company determines that the problem is in the 9-1-1 Equipment, then WSCI shall reimburse Customer for all reasonable charges billed by the telephone company to Customer for such errant service request.

4.8. Replacement Parts

(a) Customer will have the sole responsibility for maintaining or procuring an inventory of replacement parts for the 9-1-1 Equipment. If WSCI discovers that any such replacement parts have been discontinued by the manufacturer thereof, WSCI will notify Customer of such discontinuance. WSCI will make commercially reasonable efforts to locate an alternative to the discontinued replacement part. WSCI will not be liable for failing to perform any Service or maintenance under this Agreement if such failure is caused solely by the unavailability of discontinued replacement parts and a reasonable substitute for such discontinued parts.

## SECTION 5. COMPENSATION

Customer shall pay WSCI the sum of \$140,976.97 for the first year (9/1/25 through 8/31/26) for the **CPE Maintenance Services** provided under this Agreement. Such sum shall be payable as one annual payment at the beginning of each one year term (prepayment of both years is acceptable as well). Costs based on amended previous contract EC07-20. Cost will be \$145,206.28 for the second year (9/1/26 through 8/31/27) of this contract period as outlined in Section 2 above.

Additionally, we are including **Router Maintenance** under this agreement. The annual cost for such support and maintenance will be \$33,644.60 per year and shall be payable at the beginning of each year (prepayment of both years is acceptable as well).

## SECTION 6. PREVENTATIVE MAINTENANCE

6.1. Customer acknowledges that WSCI offers a comprehensive preventative maintenance program (PM), to be carried out on a semi-annual basis.

6.2. Attached hereto as **Attachment B** is an inspection worksheet, which describes the Preventative Maintenance Program to be performed by WSCI.

6.3. In the event the customer desires to contract for the Preventative Maintenance Service, the customer shall sign the Preventative Maintenance Schedule and deliver such signed copy to WSCI.

6.4. The annual cost for such preventative maintenance shall be \$0.00 per site paid annually and due upon signing of the contract by both parties. Preventative maintenance services rendered shall otherwise be subject to the terms and conditions of this agreement.

## SECTION 7. GENERAL TERMS AND CONDITIONS

7.1. Amendments. This Agreement may be amended only by the written agreement of the parties.

7.2. Applicable Law. This Agreement shall be governed and construed according to the substantive law of the state where Customer is located.

7.3. Assignment. Customer may not assign or transfer its rights or obligations under this Agreement except with the prior written consent of WSCI.

7.4. Cure

(a) Neither party hereto will be deemed to be in default under any term of this Agreement or any work order executed pursuant hereto and neither party

will seek or be entitled to enforce any remedy for any claimed default, including termination of a work order or this agreement, unless the defaulting party fails to cure or correct the alleged default within fourteen days following receipt of written notice thereof from the other party.

7.5. Discrimination Prohibited

(a) WSCI affirms that it shall not discriminate against any individual on the basis of race, creed, sex, national origin, disability or religion.

7.6. Indemnification

(a) Subject to the next paragraph, WSCI agrees to indemnify, defend and hold Customer harmless from and against any and all liability, loss, damage or expense to the extent such claim is attributable to the negligence or intentional malfeasance of WSCI, its employees, agents or representatives.

(b) WSCI agrees to indemnify, protect and hold Customer harmless with respect to any suit, claim, or proceeding brought against Customer alleging that Customer's exercise of its rights hereunder or use of 9-1-1 Equipment in the form supplied by WSCI constitute a misuse of any proprietary or trade secret information or an infringement of any patent, copyright or other intellectual property right. WSCI agrees to defend Customer against any such claims and to pay all litigation costs, attorneys fees, settlement payments and any damages awarded or resulting from any such claim; provided that Customer shall, upon receiving notice of any such claim, promptly notify WSCI of same. WSCI shall have no obligation to indemnify Customer against any such claim that is based upon other than normal use of the 9-1-1 Equipment supplied hereunder.

7.7. Non-Waiver

(a) No course of dealing or failure of either party to enforce strictly any term, right or condition of this Agreement will be construed as a waiver of such term, right or condition.

7.8. Notices

(a) Any notice or demand which under the terms of this Agreement or otherwise must or may be given or made by WSCI or Customer will be in writing and given by certified or registered mail, return receipt requested, addressed to the respective parties as follows:

**If to Customer:**

City of Laredo – South Texas Development Council  
912 Matamoros St  
Laredo, Texas 78042  
Attn: Amanda Tienda

**If to WSCI:**

WESTERN STATES COMMUNICATIONS, INC.  
6756 Spindle Top Rd.  
San Angelo, TX 76901  
Attn: Andy Bollinger, Exec VP

(b) Any notice issued pursuant to this Agreement shall be deemed to have been given or made when deposited, postage prepaid, in the U.S. mail. The above addresses may be changed at any time by giving ten days prior written notice as above provided.

7.9. Releases and Waivers

(a) Customer will not require waivers or releases from employees of WSCI in connection with visits by such employees to the Premises pursuant to the performance of this Agreement. WSCI agrees to adhere to Customer's reasonable security policies and procedures while on the Premises, provided WSCI is aware thereof and such policies do not conflict with WSCI's labor agreement with its employees. In the event of a conflict, either the parties will mutually agree on a compromise or the applicable work order may be terminated with penalty to either party, subject to the notice and payment provisions set forth.

7.10. Limitation of Liability

(a) WSCI's liability, if any, whether in contract, tort or otherwise, shall be limited to direct damages which shall not exceed the payment of the maintenance services provided hereunder and under no circumstances shall WSCI be responsible or liable for indirect, incidental or consequential damages, including, but not limited to damages arising from the use or performance of the equipment or the loss of data. In connection with this limitation of liability, the parties recognize that WSCI may, from time to time, provide advices, make recommendations or supply other analysis related to the equipment or services described in this Agreement, and while WSCI shall use its best efforts in this regard, Customer acknowledges and agrees that this limitation of liability shall apply to the provision of such advice, recommendations and analysis. Nothing herein is intended to or shall modify any statutory protection from liability applicable to WSCI or to Customer.

7.11. Severability

(a) If any of the provisions of this Agreement is determined to be invalid or unenforceable, such invalidity or unenforceability will not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement will be construed as if it did not contain the particular invalid or unenforceable provision, and the rights and obligations of the parties will be construed and enforced accordingly.

7.12. Use of Information

(a) To the extent allowed by law, Customer agrees to keep confidential all the information, drawings, specifications or data (the "Information"), furnished by WSCI to Customer in connection with the services and the 9-1-1 maintenance provided hereunder. All copies of such Information will be returned to WSCI upon request.

7.13. Warranty

(a) WSCI provides warranties as set forth in the Request and the Proposal.

**SECTION 8. TERMINATION**

8.1. Neither this Contract nor any work order issued pursuant hereto shall be terminated, suspended or canceled except as expressly permitted herein. Notwithstanding any other term or provision to the contrary herein or in any work order, either party hereto may, at its election and upon fourteen days written notice, terminate, suspend or cancel any work order or this Agreement without any further liability or obligation to the other party in the event that:

(a) Either party fails to fulfill any material obligation set forth herein or if funds are unavailable to Customer from which to pay for Services or for 9-1-1 Maintenance hereunder, provided that such unavailability of funds is the result of the legislative appropriation process or other process through which Customer receives funding for its 9-1-1 functions and services.

(b) Any federal, state or local governmental agency or regulatory body or a court or tribunal of competent jurisdiction renders or enters an order, ruling, regulation, directive, decree or judgment which restricts or prohibits either party from continuing, impairs either party's ability to continue, or makes impractical or unduly expensive either party's continuance under this Agreement.

(c) Thirty days written notice of any intent to terminate shall be given to the other party by the terminating party, and, in the event of termination by Customer, WSCI shall cease providing services hereunder. In the event of early termination of this Agreement, WSCI shall be paid for services provided until the termination date.

(d) In addition to the foregoing, this Agreement may be terminated by Customer at any time. Such termination shall be given no later than thirty days prior to the Maintenance Payment Date and shall be effective on the last day of the preceding Maintenance Year.



IN WITNESS WHEREOF, the Parties hereto, acting through their duly authorized representatives, have caused this Maintenance Service Agreement to be signed in their respective names.

**WESTERN STATES COMMUNICATIONS, INC.**

By: \_\_\_\_ - SIGNED - \_\_\_\_\_  
Name: ANDY L. BOLLINGER Date: 8/1/2025  
Title: EXECUTIVE VICE PRESIDENT

**CITY OF LAREDO – SOUTH TEXAS DEVELOPMENT COUNCIL**

By: \_\_\_\_\_  
Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_

**ATTACHMENT A**  
**Equipment List**

**See inventory list**

## Attachment B

### WSCI SEMI-ANNUAL PREVENTIVE MAINTENANCE WORKSHEET

Site Name: \_\_\_\_STDC SITES\_\_\_\_ Address: \_\_\_\_\_SEE ABOVE\_\_\_\_

#### SECTION 9. ITEMS TO BE INSPECTED

##### (a) Physical Appearance

Premise Clean and Environment Conditions Met	Yes [ ]	No[ ]
UPS and Transfer Switch Properly Installed	Yes [ ]	No[ ]
Cabling Secured and Properly Installed	Yes [ ]	No[ ]
911 Associated Equipment Properly Stenciled	Yes [ ]	No[ ]
Manuals and Prints on Premise	Yes [ ]	No[ ]
System Configuration annotated in Installation Manual	Yes [ ]	No[ ]
911 Equipment Properly Powered from UPS	Yes [ ]	No[ ]
Availability of Site Spares including Fuses	Yes [ ]	No[ ]
General Appearance of Workstations	Yes [ ]	No[ ]

##### (b) System Operation

Alarms Function Correctly	Yes [ ]	No[ ]
Test Ringing and Tones	Yes [ ]	No[ ]
Console Features Operate Correctly	Yes [ ]	No[ ]
Speed Call and Transfer List is Correct	Yes [ ]	No[ ]
Tandem Transfer Functions Correctly	Yes [ ]	No[ ]
Make Busy Switch Functions Correctly	Yes [ ]	No[ ]
Printer Functions Correctly	Yes [ ]	No[ ]
UPS Functions Correctly	Yes [ ]	No[ ]
Date and Time Display Correctly	Yes [ ]	No[ ]

##### (c) Grounding

Proper Grounding Installed (ASEE Standards)	Yes [ ]	No[ ]
APU Grounded (Per Standard)	Yes [ ]	No[ ]
UPS Grounded (Per Standard)	Yes [ ]	No[ ]
Equipment Cabinets Grounded (Per Standard)	Yes [ ]	No[ ]

Accepted this day: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_